

INVITATION TO BID

STATE OF ALABAMA COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will **receive bids in the Purchasing Office on May 8, 2015 at 1:00 P.M., for the Purchase of One (1) Heavy Duty Truck Tire Changer for the Baldwin County Commission. Bids will be opened on May 8, 2015 at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the May 8, 2015 at 1:00 P.M. deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TEN (10)** pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders, must be in and remain in and by submitting a bid represent that they are and will remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement will be funded with ALDOT federal grant monies, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations, visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package and Certification Regarding Lobbying Form which can be downloaded from the Purchasing website www.baldwincountyal.gov

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled “**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**” and shall be attached to the front of the bid. Variations shall be treated likewise, i.e. shall be labeled “**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**” and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e. WG15-17) with “NO BID”** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, (**mailing address**) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507. The Commission cannot, and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, “**WG15-17” PURCHASE OF ONE (1) HEAVY DUTY TRUCK TIRE CHANGER.** Bids submitted by Express/Overnight”

services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Baldwin County Commission.

The County Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

Done this 21st day of April, 2015.

Charles F. Gruber s/s
CHARLES F. GRUBER, Chairman
Baldwin County Commission

Bid #WG15-17 SPECIFICATIONS

All workmen and equipment shall be furnished by the bidder.

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a Lump Sum price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, freight, installation, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use.

BID RESPONSE FORM:

Each bidder shall use the Bid Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. *The bid Guarantee shall be attached to the **front** of the Response Form Compliance and Form shall be attached to the **back** of the Bid Response Form.* **All exceptions must be listed and attached to the bid response form.**

DELIVERY

Delivery time from receipt of order shall be stated on the bid Response Form. Delivery shall be as soon as possible but not more than **thirty (30) days**. Delivery of the equipment shall be coordinated with Chandra Middleton with the Baldwin County Rural Area Transportation Department, telephone (251) 972-8577. **Delivery location shall be the Baldwin County Rural Area Transportation Department located at 18100 County Road 54, Robertsdale, AL 36567.**

A Purchase Order will be issued for the equipment listed. Delivery shall be made to the location(s) listed on the Purchase Order.

WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Bidders will not include any extended warranties in the bid price.

MANUALS

Suppliers shall provide parts manual, service/repair manual and operator's manual. The manuals shall be received upon delivery of the equipment.

INSTALLATION

The Bidder is responsible for complete installation. Installation of the unit shall take place when equipment is delivered. The installation work shall be warranted from workmanship defects for One (1) year after successful installation. A copy of this warranty must be given to the Purchasing Manager upon installation. Installation shall be completed by factory certified service technicians. Owner to provide electrical service where required. Installation price shall include all applicable charges, to include but not limited to materials, labor, etc.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance must be approved by the County, and nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case of a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the County.

One (1) executed copy of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SPECIFICATIONS FOR ONE (1) COATS HIT 9000 OR EQUAL

Bidder must deliver, unload and setup unit. Training shall be included in bid price.

Specifications Tire Changer:

1. Accommodates Tube or Tubeless Tires With Rim Diameters From 15" To 44".
2. Operation Is 3 Jaw Chuck Wheel Clamping Method, Budd & Dayton, Tube & Tubeless.
3. Mount/Demount Is Independent Hook & Roller.
4. Tool Head Offset Is Independent Removable, Mount In Table.
5. Wheel Lift Is Clamp Arm Lifting / Swing Arm, Hydraulic Controls With Dedicated Lever For Each Power Function.
6. Roller Type Tire Spreader, Adjustable Pressure Regulator.
7. Frame Structure is Center Carriage.
8. Accommodates 76" Max Tire Diameter.
9. Accommodates 25" Max Tire Width.
10. Electric Specifications 220V Single Phase.
11. Max Chuck Torque Is 4400 Ft/Lbs.

One Standard Accessory Kit which includes:

1. 5 Ft. Pry Bar.
2. Lube Bucket
3. Lube Applicator.
4. Earth Mover Bead Loosener Roller Shaft
5. Tubeless Tire Iron.
6. Lock Ring Iron

7. Drop Center Iron
8. Bead Starting Tool
9. Vice Grip.
10. Stud Piloted Buddy Wheel Plate.
11. Extension Clamps.
12. Portable Ramp.
13. Tractor Tire Combo Tee.

BID #WG15-17 RESPONSE FORM

Purchase of One (1) Heavy Duty Truck Tire Changer

Page 1 of 2

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or X
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature

Any brochures or specification material that show the equipment that is being offered should be attached to this Response Form.

BID #WG15-17 RESPONSE FORM

Purchase of One (1) Heavy Duty Truck Tire Changer

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Make/Model: _____

Amount Bid: _____

Delivery Date: _____

Exceptions must be attached to your Bid Response Form.